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**UNITED STATES DISTRICT COURT  
WESTERN DISTRICT OF WASHINGTON  
AT SEATTLE**

FAMILIAS UNIDAS POR LA  
JUSTICIA, AFL-CIO, A LABOR  
ORGANIZATION;

Plaintiff,

v.

UNITED STATES DEPARTMENT OF  
LABOR, AND LORI CHAVEZ-  
DEREMER IN HER OFFICIAL  
CAPACITY UNITED STATES  
SECRETARY OF LABOR,

Defendants.

NO. 2:24-cv-00637-JHC

STIPULATED LIMITED  
PROTECTIVE ORDER

**NOTE ON MOTION  
CALENDAR: March 14, 2025**

**1. PURPOSES AND LIMITATIONS**

This action involves information contained in responses to the 2022 Agricultural Peak Employment Wage and Practices Employer and Worker Surveys. Though Familias and the Employment Security Department (ESD) do not agree as to whether survey responses are confidential as a matter of either state or federal law, ESD asserts that it assures survey respondents that their submissions will remain confidential. Dkt. #84 at 4. Accordingly, the

1 parties hereby stipulate that the information contained therein may warrant special protection  
2 and jointly move for entry of the following Stipulated Limited Protective Order. This Limited  
3 Order does not confer blanket protection on all disclosures or responses to discovery. Rather,  
4 the protection it affords from public disclosure and use extends only to the limited information  
5 or items that are entitled to confidential treatment under the applicable legal principles. The  
6 Order does not presumptively entitle parties to file confidential information under seal.  
7

8 2. “CONFIDENTIAL” and “ATTORNEYS’ EYES ONLY” MATERIAL

9 (a) “Confidential” material shall include the following documents and tangible  
10 things produced or otherwise exchanged: sensitive business records, bank account information,  
11 and phone records. “Confidential” material may also include information pertaining to a third  
12 party that is reasonably believed to be personal or not generally available to the public;  
13 information that either party is obligated by contract to protect as confidential; other  
14 information that a party in good faith believes to be confidential, proprietary, and/or sensitive,  
15 the unauthorized disclosure and use of which could be harmful to the party or a third party.  
16

17 (b) “Attorneys’ Eyes Only” material and information is extremely sensitive  
18 confidential information, disclosure of which to another party or non-party would create a  
19 substantial risk of serious harm that could not be avoided by less restrictive means. “Attorneys’  
20 Eyes Only” material and information shall include any information that a party is required by  
21 state or federal law to protect as confidential.  
22

23 3. SCOPE

24 The protections conferred by this agreement cover not only confidential material (as  
25 defined above), but also (1) any information copied or extracted from confidential material; (2)  
26

1 all copies, excerpts, summaries, or compilations of confidential material; and (3) any  
2 testimony, conversations, or presentations by parties or their counsel that might reveal  
3 confidential material. However, the protections conferred by this Order do not cover  
4 information that is in the public domain or becomes part of the public domain through trial or  
5 otherwise.  
6

7 4. ACCESS TO AND USE OF CONFIDENTIAL MATERIAL

8 4.1 Basic Principles. A party receiving confidential material disclosed or produced by  
9 another party or by a non-party in connection with this case may use such material only for  
10 prosecuting, defending, or attempting to settle this litigation. Confidential material may be  
11 disclosed only to the categories of persons and under the conditions described in this Order.  
12 Confidential material must be stored and maintained by a receiving party at a location and in a  
13 secure manner that ensures that access is limited to the persons authorized under this  
14 agreement. Confidential materials that are also designated as Attorney's Eyes Only shall not  
15 become part of the receiving party's case file and, thus, are not the materials of the client.  
16

17 4.2 Disclosure of "CONFIDENTIAL" Information. Unless otherwise ordered by the  
18 Court or authorized in writing by the designating party, a party receiving confidential material  
19 may disclose such material only to:  
20

21 (a) the receiving party's counsel of record in this action, as well as employees of  
22 counsel to whom it is reasonably necessary to disclose the information for this litigation;

23 (b) the officers, directors, and employees of the receiving party to whom disclosure is  
24 reasonably necessary for this litigation, unless the producing party designates that a particular  
25 document or material produced is for Attorney's Eyes Only;  
26

1 (c) experts and consultants to whom disclosure is reasonably necessary for this  
2 litigation and who have signed the “Acknowledgment and Agreement to Be Bound” (Exhibit  
3 A);

4 (d) the Court, court personnel, and court reporters and their staff;

5 (e) businesses retained by counsel to assist in the copying or imaging of confidential  
6 material, provided that counsel for the party retaining the business instructs the business not to  
7 disclose any confidential material to third parties and to immediately return all originals and  
8 copies of any confidential material;

9 (f) during their depositions, witnesses in the action to whom disclosure is reasonably  
10 necessary and who have signed the “Acknowledgment and Agreement to Be Bound” (Exhibit  
11 A), unless otherwise agreed by the designating party or ordered by the Court. Pages of  
12 transcribed deposition testimony or exhibits to depositions that reveal confidential material  
13 must be separately bound by the court reporter and may not be disclosed to anyone except as  
14 permitted under this Order; and

15 (g) the author or recipient of a document containing the information or a custodian or  
16 other person who otherwise possessed or knew the information.

17 4.3 Disclosure of “ATTORNEY’S EYES ONLY” Information: Unless otherwise  
18 ordered by the Court or permitted in writing by the designated party, a receiving party may  
19 disclose Attorneys’ Eyes Only material only to:

20 (a) internal and external attorneys working on behalf of a party, including  
21 paralegals, assistants, and stenographic and clerical employees and contractors working under  
22 the direct supervision of such attorneys;

1 (b) officers of the Court and supporting personnel, or officers of any appellate court  
2 to which an appeal may be taken or in which review is sought, including necessary  
3 stenographic, videographers, and clerical personnel;

4 (c) stenographic reporters and videographers engaged for depositions or other  
5 proceedings necessary for the conduct of this case;

6 (d) any person of whom testimony is taken (and their counsel, if any), except that  
7 such person may only be shown Attorneys' Eyes Only Material during his or her testimony if it  
8 is apparent from the face of the document, or the surrounding circumstances, that the witness  
9 authored or had legitimate access to and had previously seen the document, provided that if the  
10 disclosure would be based on a party's assertion that the "surrounding circumstances" suggest  
11 that the witness authored or had legitimate access to and had previously seen the document, the  
12 parties' attorneys will consult in a sidebar, not in the presence of the witness, about that  
13 assertion, and attempt to agree, and in the event of a disagreement, the document will not then  
14 be shown to the witness, subject to further conferring and motion practice and provided further  
15 that the witness may not retain any Attorneys' Eyes Only Material or copies thereof;

16 (e) any person who is expressly retained or sought to be retained by a party's  
17 attorneys to assist in preparation of this action for trial (including testimonial experts, non-  
18 testimonial experts (who are subject to legitimate work product doctrine protections) or other  
19 trial related consultants (who are subject to legitimate work product doctrine protections)),  
20 with disclosure only to the extent necessary to perform such work; and

21 (f) insurers of any party or its counsel of record in this action and agents of said  
22 insurers.  
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1           4.4 Discussion of “Attorneys’ Eyes Only” Materials with Parties

2           To the extent necessary to comply with their obligations under the Rules of  
3 Professional Conduct, in particular the obligations under RPC 1.4, counsel for the receiving  
4 party may verbally apprise the receiving party of the contents of the “Attorney’s Eyes Only”  
5 material, in summary fashion, and of the conclusions drawn by the receiving party’s expert(s)  
6 from that material.  
7

8           4.5 Filing of “Confidential” or “Attorneys’ Eyes Only” Material

9           (a) Before filing confidential material or discussing or referencing such material in  
10 court filings, the filing party shall confer with the designating party to determine whether the  
11 designating party will remove the “confidential” or “attorneys’ eyes only” designation, whether  
12 the document can be redacted, or whether a motion to seal or stipulation and proposed order is  
13 warranted.  
14

15           (b) In the absence of consent as provided in Paragraph 4.5(a), a Party seeking to file  
16 Confidential Material or Attorneys’ Eyes Only Material shall file and/or lodge the material in  
17 an envelope or container marked “CONDITIONALLY UNDER SEAL” pending the court’s  
18 ruling on the designating party’s motion to seal the material. The accompanying application  
19 shall: clearly identify, by Bates stamp number or other reasonable description, the specific  
20 documents that are sought to be filed with the court; state that the information lodged with the  
21 court and sought to be filed under seal is subject to this Protective Order; indicate that the  
22 designating party will file and serve, within 7 days thereafter, a declaration and/or motion  
23 establishing that the material is sealable; and state that the designating party will file with the  
24 court and serve a narrowly tailored proposed sealing order. If the designating party determines  
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1 that it needs additional time to prepare such declaration or motion (because, for example, it  
2 would otherwise be required to prepare the motion to seal simultaneously with briefing on the  
3 underlying motion), such Party shall be entitled to an extension of time to file the motion to  
4 seal of at least 7 days, and the other Party shall stipulate upon request to such extension of  
5 time. If the designating party fails to file a motion with the court to seal or protect the record  
6 within 14 days, the confidentiality designation shall be deemed removed and the documents  
7 publicly filed. Any documents which the court declines to order sealed may then be filed  
8 publicly with the tribunal, subject to any further appeal rights.  
9

#### 10 5. DESIGNATING PROTECTED MATERIAL

11 5.1 Exercise of Restraint and Care in Designating Material for Protection. Each party  
12 or non-party that designates information or items for protection under this Order must take care  
13 to limit any such designation to specific material that qualifies under the appropriate standards.  
14 The designating party must designate for protection only those parts of material, documents,  
15 items, or oral or written communications that qualify, so that other portions of the material,  
16 documents, items, or communications for which protection is not warranted are not swept  
17 unjustifiably within the ambit of this agreement.  
18

19 If it comes to a designating party's attention that information or items that it designated  
20 for protection do not qualify for protection, the designating party must promptly notify all  
21 other parties that it is withdrawing the mistaken designation.  
22

23 5.2 Manner and Timing of Designations. Except as otherwise provided in this Order  
24 (see, e.g., second paragraph of section 5.2(a) below), or as otherwise stipulated or ordered,  
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1 disclosure or discovery material that qualifies for protection under this Order must be clearly  
2 so designated before or when the material is disclosed or produced.

3 (a) Information in documentary form: (e.g., paper or electronic documents and  
4 deposition exhibits, but excluding transcripts of depositions or other pretrial or trial  
5 proceedings), the designating party must affix the word “CONFIDENTIAL” to each page that  
6 contains confidential material. If only a portion or portions of the material on a page qualifies  
7 for protection, the producing party also must clearly identify the protected portion(s) (e.g., by  
8 redacting and making appropriate markings in the margins or providing an index or privilege  
9 log). Confidential materials that are also designated as Attorney’s Eyes Only shall be marked  
10 “CONFIDENTIAL - Attorney’s Eyes Only” to each page with such designation.  
11

12 (b) Testimony given in deposition or in other pretrial or trial proceedings: the parties  
13 must identify on the record, during the deposition, hearing, or other proceeding, all protected  
14 testimony, without prejudice to their right to so designate other testimony after reviewing the  
15 transcript. Any party or non-party may, within fifteen (15) days after receiving a deposition  
16 transcript, designate portions of the transcript, or exhibits thereto, as confidential.  
17

18 (c) Other tangible items: the producing party must affix in a prominent place on the  
19 exterior of the container or containers in which the information or item is stored the word  
20 “CONFIDENTIAL.” If only a portion or portions of the information or item warrant  
21 protection, the producing party, to the extent practicable, shall identify the protected portion(s).  
22

23 5.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent failure to  
24 designate qualified information or items does not, standing alone, waive the designating party’s  
25 right to secure protection under this Order for such material. Upon timely correction of a  
26



1 designation, the receiving party must make reasonable efforts to ensure that the material is  
2 treated in accordance with the provisions of this agreement.

3 6. CHALLENGING CONFIDENTIALITY DESIGNATIONS

4 6.1 Timing of Challenges. Any party or non-party may challenge a designation of  
5 confidentiality or “attorneys-eyes-only” status at any time. Unless a prompt challenge to a  
6 designating party’s confidentiality designation is necessary to avoid foreseeable, substantial  
7 unfairness, unnecessary economic burdens, or a significant disruption or delay of the litigation,  
8 a party does not waive its right to challenge a confidentiality designation by electing not to  
9 mount a challenge promptly after the original designation is disclosed.  
10

11 6.2 Meet and Confer. The parties must make every attempt to resolve any dispute  
12 regarding confidential designations without court involvement. Any motion regarding  
13 confidential designations or for a protective order must include a certification, in the motion or  
14 in a declaration or affidavit, that the movant has engaged in a good faith meet-and-confer  
15 conference with other affected parties in an effort to resolve the dispute without court action.  
16 The certification must list the date, manner, and participants to the conference. A good faith  
17 effort to confer requires a face-to-face meeting or a telephone conference.  
18

19 6.3 Judicial Intervention. If the parties cannot resolve a challenge without court  
20 intervention, the designating party shall file and serve a motion to retain confidentiality. The  
21 burden of persuasion in any such motion shall be on the designating party. If the parties are  
22 unable to resolve a dispute over a confidentiality designation, and the designating party fails to  
23 file a motion with the court to seal or protect the record within 21 days of the parties meet and  
24 confer, the confidentiality designation shall be deemed removed. Frivolous challenges, and  
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1 those made for an improper purpose (e.g., to harass or impose unnecessary expenses and  
2 burdens on other parties) may expose the challenging party to sanctions. All parties shall  
3 continue to maintain the material in question as confidential until the Court rules on the  
4 challenge.

5  
6 7. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED IN OTHER LITIGATION

7 If a party is served with a subpoena or a court order issued in other litigation that  
8 compels disclosure of any information or items designated in this action as  
9 “CONFIDENTIAL,” that party must:

10  
11 (a) promptly notify the designating party in writing and include a copy of the subpoena  
12 or court order;

13 (b) promptly notify in writing the party who caused the subpoena or order to issue in  
14 the other litigation that some or all of the material covered by the subpoena or order is subject  
15 to this agreement. Such notification shall include a copy of this agreement; and

16 (c) cooperate with respect to all reasonable procedures sought to be pursued by the  
17 designating party whose confidential material may be affected.

18  
19 8. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

20 If a receiving party learns that, by inadvertence or otherwise, it has disclosed  
21 confidential material to any person or in any circumstance not authorized under this Order, the  
22 receiving party must immediately (a) notify in writing the designating party of the  
23 unauthorized disclosures, (b) use its best efforts to retrieve all unauthorized copies of the  
24 protected material, (c) inform the person or persons to whom unauthorized disclosures were  
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1 made of all the terms of this Order, and (d) request that such person or persons execute the  
2 “Acknowledgment and Agreement to be Bound” that is attached hereto as Exhibit A.

3 9. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE  
4 PROTECTED MATERIAL  
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6 When a producing party gives notice to receiving parties that certain inadvertently  
7 produced material is subject to a claim of privilege or other protection, the obligations of the  
8 receiving parties are those set forth in Federal Rule of Civil Procedure 26(b)(5)(B). This  
9 provision is not intended to modify whatever procedure may be established in an e-discovery  
10 order or agreement that provides for production without prior privilege review. Parties shall  
11 confer on an appropriate non-waiver order under Federal Rule of Evidence 502.  
12

13 10. NON-TERMINATION AND RETURN OF DOCUMENTS

14 Within 60 days after the termination of this action, including all appeals, each receiving  
15 party must return all confidential material to the producing party, including all copies, extracts  
16 and summaries thereof. Alternatively, the parties may agree upon appropriate methods of  
17 destruction. Notwithstanding this provision, counsel are entitled to retain one archival copy of  
18 all documents filed with the court, trial, deposition, and hearing transcripts, correspondence,  
19 deposition and trial exhibits, expert reports, attorney work product, and consultant and expert  
20 work product, even if such materials contain confidential material. The confidentiality  
21 obligations imposed by this agreement shall remain in effect until a designating party agrees  
22 otherwise in writing, the designation is removed, or a court orders otherwise.  
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**EXHIBIT A****ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND**

I, \_\_\_\_\_, of \_\_\_\_\_  
 \_\_\_\_\_, declare under penalty of perjury that I have read in its entirety and understand the  
 Protective Order that was issued by the United States District Court Western District of  
 Washington at Seattle on the \_\_\_\_\_ day of \_\_\_\_\_, 2025, in the case of *Familias*  
*Unidas por la Justicia v. USDOL, et al*, No. 2:24-cv-00637-JHC. I agree to comply with and  
 to be bound by all the terms of this Protective Order, and I understand and acknowledge that  
 failure to so comply could expose me to sanctions and punishment in the nature of contempt. I  
 further agree to submit to the jurisdiction of the United States District Court Western District  
 of Washington for the purpose of enforcing the terms of this Protective Order, even if such  
 enforcement proceedings occur after termination of this action.

Date: \_\_\_\_\_

City and State where sworn and signed: \_\_\_\_\_

Printed name: \_\_\_\_\_

Signature: \_\_\_\_\_

IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.

DATED this 14th day of March, 2025.

ROBERT W. FERGUSON  
 Washington State Attorney General

COLUMBIA LEGAL SERVICES

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**ORDER**

It is so ORDERED.

DATED this 17<sup>th</sup> day of March, 2025.

  
\_\_\_\_\_  
John H. Chun  
United States District Judge